IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE:	§	
	§	
STEVEN WALKER CRUMP and	§	CASE NO. 01-50967-11-RCM
MELISSA ANN CRUMP	§	
DEBTORS	§	
AMERICAN BANK OF COMMERCE	§	
Plaintiff,	§	
	§	
vs.	§	ADVERSARY NO. 01-5001-RCM
	§	**Trial Week: June 18, 2001**
BRYER BRANCH, INC., DELTON	§	
CADDELL, FARM SERVICE	§	
AGENCY and STEVEN WALKER	§	
CRUMP	§	
Defendants.	§	

**PLAINTIFF, AMERICAN BANK OF COMMERCE'S
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

TO THE HONORABLE ROBERT C. McGUIRE, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW AMERICAN BANK OF COMMERCE, Plaintiff, and asks the court to file

findings of fact and conclusions of law pursuant to FED. R. CIV. P. 52(a) as follows:

Findings of Fact

1.   On May 30, 2000, Bryer Branch, Inc. executed a Promissory Note in the principal sum of $133,227.62 payable to ABC Bank.

2.   The Promissory Note executed by Bryer Branch, Inc. and payable to ABC Bank was secured by a guaranty of Steve Crump and by an Agricultural Security Agreement describing Conservation Reserve Program Contract Nos. 601A and 600A, Cochran County, Texas.

3.   Delton Caddell made an unauthorized and wrongful assumption and exercise of dominion and control over the property interest of ABC Bank, to the exclusion of and inconsistent with ABC Bank's rights.

4.   The security interest of ABC Bank was superior to any claims of Delton Caddell or the Farm Service Agency as to the subject Conservation Reserve Program contract payments for the year 2000.

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5. The amount of reasonable and necessary attorney's fees incurred by ABC Bank are $_____.

6. Bryer Branch, Inc. was not given the opportunity to cure the default in the Real Estate Lease, prior to notice of termination of the lease.

Conclusions of Law

1. ABC Bank had a valid, perfected security interest in the subject Conservation Reserve Program contract payments for the years of 2000 through 2004.

2. ABC Bank is entitled to judgment on the theory of conversion in the sum of $47,061, being the Conservation Reserve Program contract payments on the subject Cochran County, Texas property, for the year 2000.

3. ABC Bank is entitled to recover its attorneys' fees against Delton Caddell, pursuant to declaratory judgment relief granted to ABC Bank.

4. ABC Bank is entitled to declaratory judgment relief finding that ABC Bank's lien was superior to any claims of Delton Caddell or the Farm Service Agency as to the Conservation Reserve Program contract payments for the year 2000.

5. The state court did not have jurisdiction to render the judgment effecting the lease rights of the parties under the Real Estate Lease.

6. The State Court Modified Judgment, as to termination of the Real Estate Lease, is null and void, due to absence of jurisdiction over the parties necessary to a determination of the lease rights.

7. The issues with regard to lease termination were not fully and fairly litigated in the state court litigation.

8. The state court judgment is subject to collateral attack as being void for lack of jurisdiction.
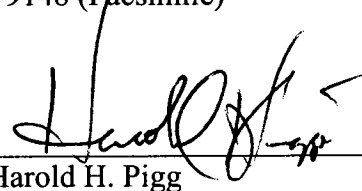
9. Due process requires that the rule of collateral estoppel operate only against persons who have had their day in court.

Respectfully submitted,

CLIFFORD, FIELD, KRIER, MANNING,
STONE & WILKERSON, P.C.
A Professional Corporation
2112 Indiana Avenue

Lubbock, Texas 79410-1499
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806/792-9148 (Facsimile)

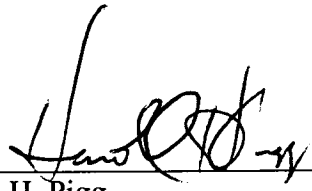By:_____
Harold H. Pigg
State Bar No. 16005000

CERTIFICATE OF DELIVERY

I hereby certify that on May 18, 2001, a true and correct copy of the above and foregoing instrument was delivered by facsimile to the following:

Ms. Myrtle McDonald
Jones, Flygare, Brown & Wharton
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Lubbock, Texas   79401
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Mr. John Parker
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_____
Harold H. Pigg